

REMARKS

Claims 7-11 are pending in the present application. Claim 7 is currently amended to still further define “backing up database files” as requiring “completely rewriting” said database data. All recitations of the term “backing up” are deleted which amendment should preclude overly broad interpretation of the term “backing up” by the Examiner. The claims do not contain any terms that can be broadly interpreted to include performing a restore operation or redoing failed transactions such as is taught in the prior art. Claims 10 and 11 are amended herewith to be consistent with the amendments to claim 7.

Rejections Under 35 U.S.C. § 112

Claim 11 was rejected as being indefinite because “said backup utility” lacked antecedent basis. Claim 11 is amended herewith to more clearly define the invention and overcome the rejection under 35 U.S.C. § 112.

Rejections Under 35 U.S.C. § 103

Claims 7-11 are rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 5,499,367 to Bamford et al. (hereinafter “Bamford”) in view of U.S. Patent No. 5,970,488 to Crowe et al. (hereinafter “Crowe”). Claim 7, as amended, which is representative in part of the other rejected claims recites:

7. In a computer system having a plurality of nodes, each node having access to a shared common database and also having local storage, a method of performing an operation to completely rewrite said shared common database comprising:

providing a local archived redo log in local storage for said node, said node including information regarding data in said shared common database;

selecting at least one node of said plurality of nodes to perform said operation to completely rewrite said shared common database included in said node;

obtaining information regarding a directory location of said local redo log for said at least one node;

setting said local redo log to be read/write accessible by said selected at least one node; and

completely rewriting database data files, control files and

archived redo log in said shared common database by accessing data in said shared common database and also in said local redo log to provide data to completely rewrite said shared database.

In continuing to reject applicant's claims, the Examiner continues to maintain an overly-broadly interpretation of the claim terms "back up operation" and "backing up data" and continues to incorrectly assert that Bamford teaches "backing up data in said shared common database by accessing data in said shared common database." Applicant respectfully submits that Bamford discloses storing data in a shared common database and use of a distributed log to redo failed transactions to the shared common database. Bamford does not teach anything about completely rewriting the shared common database.

To more clearly recite that the claims require completely rewriting database data files, as opposed to re-doing failed transactions, claim 7 is currently amended to recite, among other things, "completely rewriting said database data files...". All recitations of the term "backup" are eliminated from the claims in view of the examiner's overly broad interpretation of that term.

Applicant maintains that a prior-art system described by Bamford is "A recovery in a database system [which] means recovery of the database itself. That is, restoring the database to a state that is known to be consistent and reasonably recent." (Col. 2, lines 20 – 23). Since the backup copy may not reflect transactions that occurred after the time the backup was made and before the failure of the database system (col. 2, lines 28 – 30), a redo log is used to sequentially write short records containing information sufficient to redo the changes. (Col. 2, lines 33 – 41). Thus, in the background portion of Bamford, a prior-art redo log is first described for use with a back-up copy of the contents of an original database to provide a persistent backup/restore function with no local logs. In Fig. 2 of Bamford, a prior-art system is described with reference to local logs 208, 209 which did not include information in a shared common database.

With reference to Fig. 1 in the Background portion of Bamford, the redo log is described for use in redoing a failed transfer of data between a cache buffer 107, 108, 109, 110, 111 or 112 and an [original] database 106 (col. 2, line 66 – col. 3, line 7) as opposed to a backup/restore function, with no mention of any back-up copy of the contents of the database. Bamford makes no mention whatsoever of "an operation to completely rewrite said shared common database."

Nothing in Bamford discloses or suggests “completely rewriting database data files, control files and archived redo log in said shared common database by accessing data in said shared common database and also in said local redo log to provide data to completely rewrite said shared database” as applicant specifically and clearly recites in amended claim 7.

The cited Crowe reference does not make up for the deficiencies of Bamford. Crowe surely does not disclose or suggest, alone or in combination with Bamford, “an operation to completely rewrite said shared common database.” Nothing in Crowe, as well as in Bamford, discloses or suggests “completely rewriting database data files, control files and archived redo log in said shared common database by accessing data in said shared common database and also in said local redo log to provide data to completely rewrite said shared database” as applicant specifically and clearly recites in amended claim 7.

CONCLUSION

In view of the amendments and remarks set forth above, Applicant respectfully submits that the pending claims are patentably distinct and in condition for allowance. Authorization is hereby given to charge deposit account 50-2896 in connection with any fees or extension of time or any other fee that may be necessary to permit entry of this response.

The amendment herein is provided to put the claims in better condition for appeal if appeal from the rejections should be necessary. The amendments were not earlier presented as the examiner only in the last office action emphasized the overly broad interpretation being given to the term "backup." Further consideration or search should not be necessary because the present amendments merely clarify the claim terms being overly broadly interpreted as indicated in the recent office action. Accordingly, entry and consideration of the present amendment is respectfully requested, and it is believed that such amendments put the claims in condition for allowance. Favorable consideration and allowance are respectfully requested.

The Examiner is invited and encouraged to telephone the undersigned with any concerns or requests in furtherance of the prosecution of the present application.

Respectfully submitted,

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